

**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO: 248 Suppl. No. 0 Contract No. 04 - 0120F4 Road SF-80-13.2/13.9 FED. AID LOC.:

To: **AMERICAN BRIDGE/FLUOR ENTERPRISES INC A JOINT VENTURE**

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.

**NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

This change order resolves all past inefficiencies, delays, and all other impacts incurred due to changes and extra work directed by the Department and associated with traveler scaffolds fabrication at Westmont Industries, Inc. (WMI). To resolve future issues the Department agrees that any additional change order work, performed by WMI, be compensated as follows:

All mark-ups for not yet executed CCOs and/or future extra work to be performed by Contractor's fabricator WMI will be equivalent to those shown in WMI's bid documents. The WMI bid documented mark-ups together with the direct cost of the extra work will constitute full and final payment for future contract change orders inclusive of inefficiencies, delays, or other impacts, unless WMI can demonstrate with auditable back-up that additional impacts have been incurred that are greater than the direct cost and WMI bid documented mark-ups for such future change(s).

**Extra Work at Lump Sum:**

Provide compensation to Contractor's fabricator Westmont Industries, Inc. (WMI) for inefficiencies, delays, and all other impacts incurred due to changes and extra work directed by the Department and associated with the traveler scaffolds production.

The agreed lump sum compensation provided herein, in addition to the other provisions of this change order, constitutes full and complete resolution for all inefficiencies, delays, and other impacts associated with extra work identified in the following executed CCO's: 24S0, 24S1, 137, 183, and 183S1.


For this work, the Contractor will receive a lump sum payment of \$781,157.00. This sum resolves all claimed impacts and constitutes full and complete compensation associated with and for the above CCO's as executed.

Extra Work at Lump Sum..... \$781,157.00

Estimated Cost: Increase ☒ Decrease ☐ \$781,157.00

By reason of this order the time of completion will be adjusted as follows: 0 Days

**Submitted by**

Signature  Resident Engineer Darryl Schram, Senior T.E. Date 5/21/12

**Approval Recommended by**

Signature  Supervising Transportation Engineer William Casey, Supervising T.E. Date 5/21/12


**Engineer Approval by**

Signature  Supervising Transportation Engineer William Casey, Supervising T.E. Date 5-31-12

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

**NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.**

**Contractor Acceptance by**

Signature  (Print name and title) BRIAN A. PETERSEN - PROJECT DIRECTOR Date 23 MAY 12